

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: April 24, 1997

INVITATION FOR BIDS

NO. IFB-97-188-O

SEALED BIDS

FOR

FURNISHING AND DELIVERING

1998 CALENDAR REFILLS, STANDS, AND APPOINTMENT BOOKS

will be received up to and opened at 2:00 p.m.

on

May 13, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii.

Questions relating to this bid solicitation may be directed to Marc Yamamoto at telephone (808) 586-0569, facsimile (808) 586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

The following bid is hereby submitted for 1998 calendar refills, stands, and appointment books, as specified herein:

Item No.	Description	Approx. Quantity	Recycled (X)	Dealer's Brand & No.	Unit Price	Total Bid Price
<u>GROUP I - 1998 DESK CALENDAR REFILLS</u>						
1.	<u>Vertical Format</u>					
a.	3" X 4", flip-up date/memo section, holes 2" apart Success E313-50 or equal	248 ea.	()	_____	\$_____	\$_____
b.	Base: Plastic - Black Success K13-00 or equal	20 ea.	()	_____	_____	_____
2.	<u>Medium Book Style</u>					
a.	3" x 3-3/4", two pages per day, unruled, holes 1-1/4" apart Success E919-50 or equal	237 ea.	()	_____	_____	_____
b.	Base: Plastic, Success or equal Black	25 ea.	()	_____	_____	_____
3.	<u>Jumbo Book Style</u>					
a.	3-1/2" x 6", 2 pages per day, 1/2-hour appointments on left page, holes 2" apart Success E717-50 or equal	11,085 ea.	()	_____	_____	_____
b.	Base: Plastic					
	Success E17 or equal					
	Black	214 ea.	()	_____		
	Brown	39 ea.	()	_____		
	Putty	43 ea.	()	_____		
		296 ea.			_____	_____
4.	<u>Pad Style</u>					
	5" x 8", tear-off page with preceding, current, and following months on each page, 1/2-hour appointments Success E458-50 or equal	124 ea.	()	_____	_____	_____

Offeror _____

Item No.	Description	Approx. Quantity	Recycled (X)	Dealer's Brand & No.	Unit Price	Total Bid Price
<u>GROUP II - APPOINTMENT BOOKS</u>						
5.	<u>Daily</u> , 5" x 8", 1 weekday per page, 1/4-hour appointments, nonrefillable Guilford G100 or equal					
	Black	355 ea.	()	_____		
	Red/Burgundy	97 ea.	()	_____		
		452 ea.			_____	_____
6.	<u>Weekly</u> , 5" x 8", 1 week per two pages, hour appointments, separate tabbed phone/address section, refillable, Black Day Minder G230-00 or equal	115 ea.	()	_____	_____	_____
a.	Weekly refills Day Minder G230-50 or equal	120 ea.	()	_____	_____	_____
b.	Tabbed phone address refill Day Minder G230-71 or equal	30 ea.	()	_____	_____	_____
7.	<u>Weekly</u> , 3-3/4" x 6", 1 week per two pages, hour appointments, tabbed phone/address section, nonrefillable Dayminder G250 or equal					
	Black	312 ea.	()	_____	_____	_____
8.	<u>Weekly</u> , 5" x 8", 1 week per two pages, hour appointments, nonrefillable Day Minder G200 or equal					
	Black	248 ea.	()	_____		
	Red	48 ea.	()	_____		
		296 ea.			_____	_____
9.	<u>Weekly</u> , 5" x 8", 1 week per two pages, hour appointments, tabbed phone/address section, nonrefillable Day Minder G210 or equal					
	Black	209 ea.	()	_____		
	Red	54 ea.	()	_____		
		263 ea.			_____	_____
10.	<u>Weekly</u> , 13-month planner, 6-7/8" x 8-3/4", 1 week per two pages, daily columns, open appointments, nonrefillable, black Day Minder G590-00 or equal	200 ea.	()	_____	_____	_____

Offeror _____

Item No.	Description	Approx. Quantity	Recycled (X)	Dealer's Brand & No.	Unit Price	Total Bid Price
<u>GROUP II - APPOINTMENT BOOKS (continued)</u>						
11.	<u>Weekly</u> , Professional Appointment Book, 8" or 8-1/2" x 11, 1 week (Mon-Sun) per two pages, 1/4-hour appointments, nonrefillable Day Minder G520 or equal					
	Black	1,700 ea.	()	_____		
	Red	<u>460 ea.</u>	()	_____		
		2,160 ea.			_____	_____
12.	<u>Monthly</u> , 6-7/8" x 8-3/4", 1 month per two pages, memo section, nonrefillable Day Minder G400 or equal					
	Black	1,014 ea.	()	_____		
	Red	<u>334 ea.</u>	()	_____		
		1,348 ea.			_____	_____
13.	<u>Monthly</u> , Business Oriented Appointment Book, 8" x 10", 1 month per two pages, (starts w/Monday), phone/address and perforated memo section, nonrefillable At-A-Glance 70-130 or equal					
	Black	586 ea.	()	_____		
14.	<u>Monthly</u> , 8" x 12" <u>±</u> 1/2", 1 month per two pages, 14-months (Dec.-Jan.), ruled daily squares, nonrefillable Day Minder G470 or equal					
	Black	2,794 ea.	()	_____		
	Red	<u>585 ea.</u>	()	_____		
		3,379 ea.			_____	_____
15.	<u>Monthly</u> , Academic/Fiscal Appointment Book/Planner, 8-1/2" x 12" <u>±</u> 1/2", minimum 13-month, July-July/August, one month per two pages, large daily scheduling blocks, nonrefillable, wire bound, Black Keith Clark AY2 or equal					
		474 ea.	()	_____		

Offeror _____

Item No.	Description	Approx. Quantity	Recycled (X)	Dealer's Brand & No.	Unit Price	Total Bid Price
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GROUP III - CALENDAR

- | | | | | | | |
|-----|--|-----------|-----|-------|-------|-------|
| 16. | <u>Wall/Desk Calendar</u> , 22" x 17",
12 months, 1 month per tear-off
sheet, 2 eyelets at top for
hanging, nonrefillable, black
Success SK24 or equal | 3,236 ea. | () | _____ | _____ | _____ |
| 17. | <u>12-Month Wall Calendar</u> , 24" x 36",
reversible (vertical year on one
side, horizontal year on the
other side)
Plan-A-Month PM212-28 or equal | 883 ea. | () | _____ | _____ | _____ |

GROUP IV - DIARIES

- | | | | | | | |
|-----|---|---------|-----|-------|-------|-------|
| 18. | <u>Perpetually Dated</u> , 3-3/4" x 6-1/8",
(month and day, no year), 2 days
per page, 13 lines per day,
nonrefillable, Black
At-A-Glance 80-722 or equal | 24 ea. | () | _____ | _____ | _____ |
| 19. | <u>Dated, Commercial Diary</u> , 5-3/4" x 8-1/4"
1 day per page, no columns, hard
cover bound, faint ruling, Red
Standard Diary SD389-13 or equal | 165 ea. | () | _____ | _____ | _____ |
| 20. | <u>Dated, Daily Journal</u> ,
7-11/16" x 12-1/8", 1 day per page,
description and expense columns, hard
cover bound, Red
Standard Diary SD377-13 or equal | 100 ea. | () | _____ | _____ | _____ |

GROUP V - PLANNERS

- | | | | | | | |
|-----|--|--------|-----|-------|-------|-------|
| 21. | <u>Daily Planning System</u> ,
12 wire bound monthly fillers
(daily format, 2 pages per weekday),
space for appointments, priorities,
expenses.

Refill: includes 12 monthly
fillers, 12 monthly expense
record index cards, 2 memo pads,
phone-address directory, 5-year
planner, and reusable storage box. | | | | | |
| a. | 3" x 5" (Keith Clark
P90S-10 or equal) | 21 ea. | () | _____ | _____ | _____ |
| b. | 3-1/2" x 6-1/2" (Keith
Clark P90L-10 or equal) | 35 ea. | () | _____ | _____ | _____ |
| | Cover, simulated leather | | | | | |
| c. | 3" x 5", black | 17 ea. | () | _____ | _____ | _____ |
| d. | 3-1/2" x 6-1/2", black | 22 ea. | () | _____ | _____ | _____ |

Offeror _____

SPECIAL PROVISIONS

SCOPE OF WORK

The furnishing and delivering of 1998 calendar refills, stands, and appointment books as ordered by various State agencies on Oahu shall be in accordance with these Special Provisions, the Specifications, and the General Terms and Conditions dated September 1, 1995, included by reference and made a part hereof. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii.

STATE'S COMMITMENT

Pursuant to Section 3-121-6, Hawaii Administrative Rules (HAR), it is mandatory that all agencies of the Executive Branch, including the Department of Education and the University of Hawaii, will purchase from price lists issued by the State Procurement Office. Further, the Judicial & Legislative Branches have agreed and committed to the terms of this price list. However, if the quality level or product design is not suited to an agency's purpose, an exception to this commitment may be granted to such agency by the Chief Procurement Officer. To obtain an exception, agencies must submit SPO Form 5, Request for Authorization to Purchase Outside of the State Procurement Office Price List, justifying the exception.

BIDDER QUALIFICATION

Each bidder must maintain an Oahu-based wholesale or retail business at the time of the bidding and during the period of the contract, with warehouse and inventory capabilities for supplying the items awarded. Award will not be made to any bidder failing to meet the qualification requirement. The location and telephone number of the warehouse shall be stated on the last of the Offer pages.

BIDDER'S AUTHORITY TO BID

The State will not participate in determinations regarding a bidder's authority to sell a product. If there is question or doubt regarding a bidder's right or ability to obtain and sell a product, the bidder should resolve that question prior to submitting a bid. If a bidder offers a product that meets specifications and is acceptable and the price submitted is the lowest price bid, the contract will be awarded to that bidder.

MULTIPLE OR ALTERNATE BIDS

An offeror may submit only one bid in response to a solicitation. If an offeror submits more than one bid in response to a solicitation, then all such bids will be rejected.

Similarly, an offeror may submit only one bid for each line item (if any) of a solicitation. If an offeror submits more than one bid per line item, then all bids for that line item will be rejected.

BID PREPARATION (continued)

Legal Name. Bidder is requested to submit bid using the company's exact legal name as registered with the Department of Commerce and Consumer Affairs. Bidder shall indicate the exact legal name in the appropriate space(s) on Offer Form OF-1. Failure to do so may delay proper execution of the contract.

Bid Prices. Bid prices shall be based on delivery to destination and shall include all costs except the Hawaii General Excise Tax which is currently 4%. The amount of General Excise Tax may be added to the invoice as a separate line item and shall not exceed the current rate. All prices submitted shall be in terms of the unit shown.

Each item bid shall be priced separately and the unit prices extended. In case of error in extension of price, unit price will govern. In case of error in addition, the sum of the total amount bid for each item added shall govern. Bidder must bid on all items to qualify for award.

Brand Name and Number. Bidder must identify on the offer the exact brand or manufacturer name and product model number, order number or other identifier(s) of each product offered. Failure to do so or the inclusion of remarks such as "as specified" shall be sufficient grounds for rejection of bid. If any of the called for elements of product information are missing from the bidder's offer, the State will be unable to determine from the information given whether the product is acceptable or not.

No bidder will be allowed to clarify product identification after bid opening. This is to assure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers.

Brand names specified herein set a standard of quality for products desired, but are not intended to restrict bidders to the brands named. Other brands may be offered provided that they are equal to or exceed the quality of the brands specified. Bidders offering a brand as an "or equal" must, upon request by the State Procurement Office, furnish the State with samples of the bid item within seven working days after request is made. Failure to comply shall be cause for automatic rejection of bid. The State of Hawaii reserves the right to be sole judge of the acceptability of the product.

Offer Guaranty. Bid security is not required for this bid.

RECYCLED PRODUCT PREFERENCE

A ten percent price preference shall be given to recycled products offered in response to this bid solicitation and meeting the specifications herein for recycled calendar supplies, pursuant to Chapter 3-124, HAR.

Where applicable, bidder shall indicate in the space provided on the Offer Form whether a recycled product is being offered. If an "X" is not indicated in the space provided, it shall be presumed that bidder is offering a non-recycled product.

RECYCLED PRODUCT PREFERENCE (continued)

Bidder requesting a preference for recycled product(s) shall submit the attached CERTIFICATION OF RECYCLED CONTENT (10/11/94) form listing each recycled product offered.

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in service at IRS Maui and Hawaii offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. We recommend that you mail it to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in service may result in waiting in line at both agencies.

For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date:	7/1/96
IRS approval stamp date:	7/5/96
Tax clearance valid:	7/5/96 to 8/18/96

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

Since this is a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if you are unable to obtain a tax clearance by mail in time to include it with your sealed offer. See attached pink NOTICE for the SPO Form TEMP B.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter section allowing the exemption.

Tax Equalization Provision For evaluation purposes, pursuant to Section 103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

QUANTITIES

The quantities listed herein are approximate. Orders will be placed with the Contractor by each respective State agency or school prior to September 12, 1997, and all orders received by that date will be honored at the prices quoted in this bid.

METHOD OF AWARD

Award, if any, will be made to the responsible and responsive offeror submitting the lowest Total Sum Bid or the lowest evaluated Total Sum Bid based on the recycled product preference, where applicable. The evaluated bid prices are for evaluation purposes only. Contract award shall be based on the actual prices bid. Bidder must bid on each item and sub-items to be considered for award.

CONTRACT EXECUTION

Successful bidder shall receive a Notice of Award to which will be attached a State Procurement Office price list listing the items awarded. This method of award does not waive compliance with the specifications, special provisions, and the general terms and conditions of the bid.

ORDERING, INVOICES AND DELIVERY

Written orders will be placed with the Contractor by the various State agencies and schools on purchase order forms supplied by the State. Complete delivery on all items ordered shall be made by December 12, 1997.

Contractor shall forward an original and three (3) copies of the invoice to each ordering agency or school.

Delivery and invoicing will involve approximately 600 State agencies and schools.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by the Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State, after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

PRODUCT CONDITION

All products delivered shall meet the quality and conditions set forth in this Invitation for Bid, and shall be free from defects which may render it unfit for use. Unacceptable items must be replaced with items of acceptable quality.

Failure to replace any unacceptable item shall not relieve the Contractor from any responsibility imposed upon him by the contract.

No payment, whether partial or final, shall be construed to be an acceptance of the unacceptable supplies.

SERVICING

In the event a complaint regarding a vendor's product is filed, the vendor must meet with the agency at the agency's place of business to resolve the problem. This shall take place within one week of the complaint and without additional charge to the State.

FAILURE TO DELIVER

Contractor shall be obliged to deliver products awarded in this contract in accordance with the terms and conditions stated herein. If Contractor is unable to deliver products under contract, it shall be the Contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the contract price quoted. It shall be the Contractor's responsibility to obtain such substitute. In the event Contractor consistently needs to substitute or refuse to substitute products, the State reserves the right to terminate the contract and/or initiate the debarment process pursuant to Chapter 3-126, Legal and Contractual Remedies, HAR.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, HAR.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books that relate to the Agreement and may cost of pricing data for three (3) years from the date of final payment under the Agreement.

FURNISHING AND DELIVERING
1996 CALENDAR REFILLS, STANDS, AND APPOINTMENT BOOKS
IFB-97-188-O

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ____ Individual ____ Partnership ____ Corporation ____ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ____ Yes ____ No